

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

KATHRYN BEERS and JOSEPH
BEERS, HER HUSBAND

Plaintiffs

v.

GEICO,

Defendant

NO.

JUDGE

FILED ELECTRONICALLY

CIVIL ACTION – LAW

JURY TRIAL DEMANDED

COMPLAINT

1. Plaintiffs Kathryn and Joseph Beers are adult individuals and citizen of the Commonwealth of Pennsylvania who reside in Conewago Township, Dauphin County, Pennsylvania.

2. Defendant Geico is a corporation duly registered in Pennsylvania and provides automobile insurance to persons operating vehicles in Pennsylvania. Geico has a principal place of business located at One Geico Boulevard, Fredericksburg, Virginia, 22412.

3. Defendant Geico regularly conducts business in the Middle District of Pennsylvania.

4. Plaintiffs Kathryn and Joseph Beers invoke jurisdiction of this Court under 28 U.S.C. §1332(a) and F.R.C.P. 8(a)(1) as this is a civil action between citizens of different states.

5. Venue lies in the Middle District of Pennsylvania under 28 U.S.C. §1391 as this is a motor vehicle collision that occurred in the Middle District of Pennsylvania.

6. As part of the automobile insurance provided to persons in Pennsylvania, Geico provides underinsured motorist coverage (UIM) to policyholders that purchase said coverage.

7. As of October 10, 2012, Geico provided UIM benefits of at least \$200,000 of coverage to Plaintiff Kathryn Beers and Plaintiff Joseph Beers.

8. The facts and occurrences hereinafter related took place on or about October 10, 2012 at the intersection of State Route 743 and Ridge Road, Dauphin County, Pennsylvania.

9. At that time and place, Plaintiff Kathryn Beers was operating a 2008 Honda Pilot travelling north on State Route 743 passing through the intersection of State Route 743 and Ridge Road.

10. At that same time, Zantha Weaver was operating a 1995 Chevrolet Tahoe travelling west on Ridge Road approaching the stop sign at the intersection of Ridge Road and State Route 743.

11. Zantha Weaver stopped at the stop sign at the end of Ridge Road and pulled her vehicle forward directly into the passenger side of Mrs. Beers' Honda with sufficient force causing the Honda to roll over and off the roadway.

12. The foregoing motor vehicle collision and all of the injuries and damages set forth herein sustained by Plaintiff Kathryn and Joseph Beers are the direct and proximate result of the negligent, careless, and reckless manner in which Zantha Weaver operated her motor vehicle.

13. At the time of the subject motor vehicle collision on October 10, 2012, Zantha Weaver was insured by Donegal.

14. Given Zantha Weaver's negligence, Donegal settled the third-party claim.

15. Geico consented to the settlement and waived subrogation interest.

16. Thereafter, Plaintiffs Kathryn and Joseph Beers, by and through counsel, made a claim to Geico for UIM benefits.

17. Geico and Plaintiffs Kathryn and Joseph Beers were unable to reach an agreement with regard to the Plaintiffs' entitlement to UIM benefits.

18. The provisions of the Geico UIM policy do not provide for arbitration, and therefore, Plaintiffs Kathryn and Joseph Beers bring this action for UIM benefits.

CLAIM I
KATHRYN BEERS V. GEICO

19. Paragraphs 1 through 18 of the Complaint are incorporated herein by reference.

20. Plaintiff Kathryn Beers sustained painful and severe injuries which include but not limited to chronic neck and thoracic pain, numbness and tingling sensation across her shoulder blades, chronic and debilitating headaches, cervical and thoracic myofascial pain syndrome, low back pain, dizziness, bitemporal pressure, concussion, post-concussive syndrome, and multiple contusions.

21. By reason of the aforesaid injuries sustained by Kathryn Beers, she was forced to incur liability for medical treatment and extensive therapy, and claim is made therefore.

22. Because of the nature of her injuries, Kathryn Beers has been advised and, therefore, avers that she may be forced to incur similar expenses in the future, and claim is made therefore.

23. Kathryn Beers has undergone and in the future may undergo physical and mental suffering, inconvenience in carrying out her daily activities, loss of life's pleasures and enjoyment, and claim is made therefore.

24. By reason of the aforesaid injuries sustained by Plaintiff Kathryn Beers, she sustained work loss and a loss of earning capacity and claim is made therefor.

COUNT II
JOSEPH BEERS V. GEICO

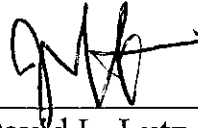
25. Paragraphs 1 through 24 of the Complaint are incorporated herein by reference.

26. As a result of the aforementioned injuries sustained by his wife, Plaintiff Kathryn Beers, Plaintiff Joseph Beers has been and may in the future be deprived of the care, companionship, consortium, and society of his wife, all of which will be to his great detriment, and claim is made therefor.

WHEREFORE, Plaintiffs Kathryn and Joseph Beers demands judgment against Defendant Geico for compensatory damages in an amount in excess of

Seventy-Fifty Thousand Dollars (\$75,000.00), exclusive of interest and costs and in excess of any jurisdictional amount requiring compulsory arbitration.

ANGINO & LUTZ, P.C.



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